

PROJECT: - - -

SECTION: U.S. 60 at MESA STREET  
INTERSECTIONS

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF MESA

THIS AGREEMENT entered into this 2<sup>ND</sup> day of APRIL, 1984  
between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION, hereinafter called "State",  
and the City of Mesa acting by and through its CITY COUNCIL,  
hereinafter called "City";

WHEREAS, State is empowered by Section 28-108 Arizona Revised  
Statutes to enter into this agreement and has by resolution,  
a copy of which is attached hereto and made a part hereof,  
resolved to enter into this agreement and the Director of  
the Arizona Department of Transportation has delegated to  
the undersigned the authority to execute same on behalf of  
the State; and

WHEREAS, City is empowered by Section 9-672 Arizona Revised  
Statutes to enter into this agreement and acting by and through  
its City Council, has, by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
same on behalf of City; and

WHEREAS, City desires to repair certain intersections where  
City streets intersect U.S. Highway 60; and

WHEREAS, State agrees to participate with City in the cost of  
repairing the intersections of U.S. Highway 60 with Mesa  
Drive, Hobson, Horne, Stapley Drive and Gilbert Road; and

WHEREAS, the estimated cost to State for its participation in  
said project is \$25,000 which State agrees to pay in the  
manner set forth below.

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

CITY SHALL:

1. Engage a qualified paving contractor to remove the  
existing, damaged pavement from the above-named intersections  
and re-surface each with asphaltic pavement.
2. Perform all incidental work in connection with said  
re-paving project, such as traffic control, re-striping and  
supervision of the project.
3. Purchase all materials necessary for completion of  
said project.
4. Notify State of the date of completion of said project  
and acceptance of same by City.

5. Save and hold harmless State, or any of its departments, agencies, officers or employees for any sums which State, or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of City, its employees or agents.

STATE SHALL:

1. Within 30 days following notification by City that City has accepted said re-paving project as satisfactory, pay to City the agreed amount of \$25,000 as and for State's share of the project cost (Said payment by State shall be made from Maintenance 700 series funds).

This agreement shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be cancelled by either party at any time prior to the commencement of construction upon 30 days' written notice to the other party.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.


In the event of any controversy which may arise out of this agreement the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

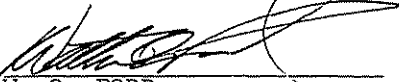
Attached hereto and incorporated herein by reference is a copy of State's resolution, authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

BY:   
TITLE: City Manager

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY:   
W. O. FORD  
Chief Deputy State Engineer

ATTEST: 

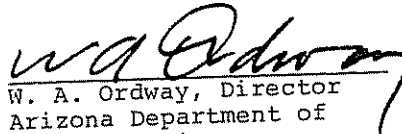
PROJECT: - - -

SECTION: U.S. 60 at Mesa Street  
Intersections

RESOLUTION

BE IT RESOLVED on this 17<sup>th</sup> day of NOVEMBER, 1983,  
that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF  
TRANSPORTATION, have determined that it is in the best  
interests of the State of Arizona that the DEPARTMENT OF  
TRANSPORTATION, acting by and through the Highways Division,  
enter into an Intergovernmental Agreement with the City of  
Mesa for repair of the intersections of U.S. 60 and Mesa  
Drive, Hobson, Horne, Stapley Drive and Gilbert Road in  
said City.

THEREFORE, authorization is hereby given to draft said  
Agreement which, upon completion, shall be submitted for  
approval and execution by the Chief Deputy State Engineer.

  
W. A. Ordway, Director  
Arizona Department of  
Transportation

RESOLUTION NO. 5326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR U.S. HIGHWAY 60 INTERSECTION IMPROVEMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the Intergovernmental Agreement between the City of Mesa and the Arizona Department of Transportation for participation in improving certain inter-sections where City streets intersect U.S. Highway 60 is hereby approved.

Section 2: That the City Manager is authorized and directed, on behalf of the City of Mesa, to execute the agreement and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, the 21st day of February, 1984.

APPROVED:

Don W. Strawn  
Mayor

ATTEST:

Barbara Davis  
City Clerk



OFFICE OF THE  
**Attorney General**  
TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX ARIZONA 85007  
(602) 255-1680

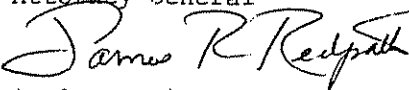
ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 84-174, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General Who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies to enter into said agreement.

Dated this 9<sup>th</sup> day of April, 1984.

ROBERT K. CORBIN  
Attorney General  
  
Assistant Attorney General  
Transportation Division